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RECORDATION NO **16744** FILED 1425

JAN 31 1990 -11 22 AM

INTERSTATE COMMERCE COMMISSION

January 31, 1990

The Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

0-031A024

Dear Secretary McGee:

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are an original and three counterparts of a Locomotive Lease Agreement, dated as of December 29, 1989, between General Electric Company ("Lessor"), and Union Pacific Railroad Company ("Lessee"), a primary document.

The names and addresses of the parties to the enclosed Locomotive Lease Agreement are as follows:

LESSOR: General Electric Company
2901 East Lake Road
Erie, Pennsylvania 16531

LESSEE: Union Pacific Railroad Company
1414 Dodge Street
Omaha, Nebraska 68179

A general description of the railroad locomotives covered by the enclosed documents is attached hereto as Schedule I.

The undersigned is the attorney-in-fact of General Electric Company. Please return the original of the enclosed document to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4006 or to the bearer hereto.

Handwritten signature: John K. Maser III

Letter to Secretary McGee
Page 2
January 31, 1990

Also enclosed is a remittance in the amount of \$15.00 for the required recording fee.

A short summary of the document to appear in the index follows:

PRIMARY DOCUMENT

Locomotive Lease Agreement, dated as of December 29, 1989, between General Electric Company ("Lessor") and Union Pacific Railroad Company ("Lessee"), relating to fifty (50) General Electric Dash 8 C-40 diesel electric locomotives, bearing identification marks "Union Pacific" and Road Nos. 9356-9405, inclusive.

Respectfully submitted,

By:



John K. Maser III
Attorney-In-Fact

004/FS
Enclosures

Schedule I

Description of Locomotives

<u>Type of Equipment</u>	<u>Number</u>	<u>Identifying Marks</u>	<u>Road Numbers</u>
General Electric Dash 8 C-40, diesel electric locomotives	50 locomotives	Marked "Union Pacific" on both sides of locomotive	9356-9405, inclusive

Interstate Commerce Commission

Washington, D.C. 20423

1/31/90

OFFICE OF THE SECRETARY

**John K Maser III
Donelan, Cleary, Wood, & Maser
Suite 850
1275 K St. N.W.
Washington, D.C. 20006-4006**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/31/90 at 11:25^{am}, and assigned recordation number(s). 16744

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

ANNEX 1

TYPE: C-40 DASH 8 DIESEL ELECTRIC LOCOMOTIVE

DELIVERY POINT: ERIE, PENNSYLVANIA

<u>QUANTITY:</u>	<u>IDENTIFICATION NOS:</u>	<u>DELIVERY DATE:</u>
40	9356-9395	BY MARCH 31, 1990
10	9396-9405	BY MARCH 31, 1990

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

ANNEX 2

I, the duly authorized representative for the _____
(the "Lessee") under the Lease of Locomotive Equipment dated _____
1989, do certify that I inspected and accepted delivery thereunder of the fol-
lowing Units of Equipment:

TYPE OF LOCOMOTIVE:

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF UNITS:

MARKED:

ROAD NUMBER(S):

I do further certify that the foregoing Units are in good order and condition,
and conform to the specifications, requirements and standards applicable there-
fore as provided in the Lease.

I do further certify that each of the foregoing Units has been marked upon each
side of each such Unit in letters not less than one inch in height as follows:

Ownership Subject to a Security Agreement
Filed with the Interstate Commerce Commission

Authorized Representative of Lessee

CONT:LO-LEASE

U S D W
10/15/89
10/15/89

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

Rider No. One

Section 5.3.1 is amended by deleting the first sentence and substituting the following in lieu thereof:

"Lessor warrants that the Locomotives shall be free from defects in materials and workmanship under normal use and service during the term of this Lease and, as of the date of delivery to Lessee, comply with applicable FRA regulations."

per Rht

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

RIDER NO. Two

1. Section 9.3 is amended by inserting the following Casualty Values for the following locomotives:

<u>Road Numbers</u>	<u>Casualty Value</u>
9356-9395	\$1,546,165
9396-9405	\$1,554,765

2. Section 12.3 is amended by changing the legend to read as follows:

OWNERSHIP SUBJECT TO A SECURITY
AGREEMENT FILED WITH THE INTERSTATE
COMMERCE COMMISSION.



CEWP:CONT-041
UNION PACIFIC
AHEAD

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

Rider Number Three

Miscellaneous Items

1. Section 2.2 is amended by deleting the word "priorities".
2. Section 5.3.2 is amended by adding the following:

However, if lessor fails to ship any needed replacement or repair part within forty-eight (48) hours of receipt of lessee's order, then rent shall be abated for the number of days shipment is delayed; replacement or repair parts needed to repair accident damage not caused by a defect in materials or workmanship shall not be included in this provision.

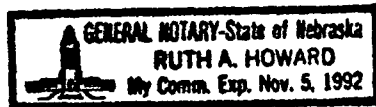
3. To the following sections, add the words "or from defects in materials and/or workmanship of the locomotives":
 - (a) at Section 9.1 at the end thereof;
 - (b) at Section 10 at the end of the first sentence thereof;
 - (c) at Section 11.3 at the end thereof;
4. Section 16.3 is deleted in its entirety.

A handwritten signature in black ink, appearing to be "RJR" followed by a stylized name, possibly "RJR" or "RJR" with a large flourish.

LAW DEPT. C. D.
UNION PACIFIC
OMAHA

State of Nebraska)
 : ss.
County of Douglas)

On this 29th day of December, 1989, before
me personally appeared Don H. Rettinger,
to me personally known, who, being by me duly sworn, did say that he is (a)
Assistant VP - Purchasing of Union Pacific Railroad Company,
that the instrument was signed on behalf of such corporation by authority of its
Board of Directors, and he acknowledged that the execution of the foregoing
instrument was the free act and deed of such corporation.



Ruth A. Howard
Notary Public

My commission expires: 11/5/92

RECEIVED
JAN 11 1964
FBI - OMAHA

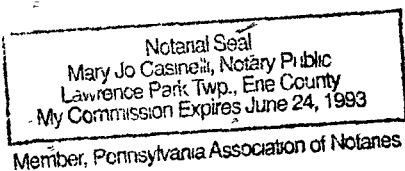
LAW DEPT. C. D.
UNION PACIFIC
OMAHA

State of Pennsylvania)
County of Erie) ss.

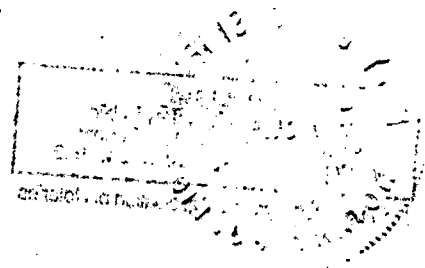
On this 28TH day of December, 1989, before
me personally appeared Royce H. Tonjes
to me personally known, who, being by me duly sworn, did say that he is (a)
Manager - Finance Operations of General Electric Company,
that the instrument was signed on behalf of such corporation by authority of its
Board of Directors, and he acknowledged that the execution of the foregoing
instrument was the free act and deed of such corporation.

Mary Jo Casinelli
Notary Public

My commission expires:



DEC 27 1989
12:36 PM
F. J. J. J.



LAW DEPT. C. D.
UNION PACIFIC
OMAHA